

City of Willoughby Hills

Interoffice Memo

Date: March 2, 2018

To: Council President Fellows, Council Members and Council Clerk

From: Robert M. Weger, Mayor/Safety Director

Subject: Request for Ordinance to Accept NOPEC Grant Funding

On December 21, 2017, I received notification via a letter dated December 18, 2017, from Chuck Keiper, Executive Director of NOPEC, that the City had been awarded a NOPEC Energized Community (NEC) grant in the amount of \$36,754.00 for 2018. This grant is being offered to help us to implement energy efficiency or energy infrastructure projects that will benefit the City on a long-term basis.

I established a NOPEC Grant Committee consisting of Firefighter Robert Vencel, Road Superintendent Mark Grubiss and my Executive Assistant Gloria Majeski. I felt these three individuals could accurately assess the best use of these funds citywide and, further, establish a three-year plan to utilize future funding from NOPEC to save on energy expenditures.

I received the attached report from the NOPEC Grant Committee today and am pleased with the work they have accomplished. As you can see, they are making a recommendation that will:

In Phase 1 (2018 funding):

- Replace fourteen (14) windows at Willoughby Hills Fire Department
- Replace twelve (12) windows at Willoughby Hills City Hall, to include Council Chambers, Mayor's Court and Finance Department
- Replace three (3) doors at Willoughby Hills Fire Department

In Phase 2 and 3 (2019 funding and beyond):

- Replace remaining City Hall windows on main building
- Replace Service Department/Building area windows
- Replace Service Garage windows and doors

At this time, I respectfully request an ordinance to accept the NOPEC funds in the amount of \$36,754. This is the first step that is required by the grant in order to move forward. A copy of a sample ordinance is attached.

Once NOPEC receives Council's Ordinance, I will ask Council to proceed with an ordinance to accept the quote from the vendor who will provide the lowest and best bid for the best quality product that will offer us longevity and warranty coverage for years into the future.

The Committee also reviewed the Grant Agreement (copy attached) which outlines the provisions, which I understand and am in agreement with. There are no "give back" provisions that were previous concerns with NOPEC grant funding. The City will, of course, lose the benefits of further funding through this grant program should it leave the NOPEC aggregation.

Thank you for the preparation of an ordinance to accommodate accepting this grant.

cc: Firefighter Robert Venc
Road Superintendent Mark Grubiss
Executive Assistant Gloria Majeski
Finance Director Frank Brichacek
Clerk of Courts Janeen Mullin
Acting Fire Chief Tim Serazin
Police Chief Christopher Collins

City of Milloughby Hills

Interoffice Memo

Date: March 2, 2018

To: Mayor Robert Weger

From: NOPEC Grant Committee (Firefighter Robert Vencel, Road Superintendent Mark Grubiss and Executive Assistant Gloria Majeski)

Subject: NOPEC Grant (NEC) – Plan for Usage

Thank you for allowing us to form a committee to review the NOPEC NEC Grant that was awarded in NOPEC Executive Director Chuck Keiper's letter dated December 18, 2017. Our committee fairly represents the needs of the City facilities and assessed the City buildings for the best use of this funding.

Attached please find photos that were taken of the Fire Station and City Hall complex. These areas were identified as those in critical need of replacement. You will note the following when reviewing the photos:

- Large gaps in windows
- Rotting frames
- Peeling paint
- Locks broken on windows
- No seal on windows
- Broken latches
- Broken springs and strings
- Rust on door entrances
- Gaps in doors (water seeping into room from door gaps)

The purpose of the grant is to offer us help to implement energy efficiency or energy infrastructure projects that will benefit the City on a long-term basis. With that in mind, we set out to assess the City Hall buildings and are recommending a three-phase approach which will plan for the most critical work to be done in 2018, but then plan for Phase 2 and 3 in years 2019 and possibly 2020 (if grant funding is once again available).

The plan is as follows:

In Phase 1 (2018 funding):

- Replace fourteen (14) windows at Willoughby Hills Fire Department
- Replace twelve (12) windows at Willoughby Hills City Hall, to include Council Chambers, Mayor's Court and Finance Department
- Replace three (3) doors at Willoughby Hills Fire Department

In Phase 2 and 3 (2019 funding and beyond):

- Replace remaining City Hall windows on main building
- Replace Service Department/Building area windows
- Replace Service Garage windows and doors

We have already sought quotes from four vendors, three of which returned with a quote for review, with the fourth vendor (Lake County Glass) not willing to quote because of the type of construction (block walls) and their non-availability for the appropriate doors.

The three quotes to date are as follows:

Apollo Supply Company, 38396 Apollo Parkway, Willoughby, OH \$24,186.96

Pella Window & Door, 26150 Richmond Road, Bedford Hts., OH \$44,543.

Just Windows, Painesville, OH (quoted on Fire Station only) \$20,825.

At this point of our research, while the Apollo quote would be deemed the "lowest", it is not the "lowest and best" for the following reasons:

- They are offering a low end commercial product with an aluminum clad wood window.
- They are offering a double pane window (versus triple pane window quoted by Pella)
- The warranties are of a lesser duration than Pella.
- They are utilizing "steel" doors, which tend to rot, versus the fiberglass doors utilized by Pella.

With "Just Windows" quoting only the Fire Station, their price appears to be in line with what Pella is offering, but are offering steel doors and double hung windows as well.

We are in the process of having them return to give us a quote on the City Hall as well in order to have a complete quote for comparison purposes.

In addition, we are to receive a quote from Anderson Windows. They represent a quality product that would be comparable to the Pella quote. While there are many companies in the industry offering window replacements, Pella Window & Door truly represents a quality product with an A+ rating with the Better Business Bureau. They offer a product that will most likely provide a life expectancy that is probably twice as long as other products. As we approach this project, we need to look for longevity as the City is not in a position to replace these windows often. Our concern with accepting a product other than what Pella is quoting is that after we complete Phase 3 of our plan, we will be turning right around and starting all over again. We cannot guarantee that funding beyond year two, possibly year three, will be offered.

The Committee also reviewed the Grant Agreement (copy attached) which outlines the provisions. There are no "give back" provisions that were previous concerns with NOPEC grant funding. The City will, of course, lose the benefits of further funding through this grant program should it leave the NOPEC aggregation. The Agreement is a "logrolling" contract in that it shall be automatically renewed annually unless NOPEC discontinues the NEC Grant Program for any subsequent year or the City withdraws from NOPEC.

This concludes our report on behalf of the NOPEC NEC Grant Committee. Please feel free to contact us if you feel additional work is indicated or if you have any questions. We will be happy to present this to City Council, but they must pass the ordinance to accept the grant before anything else can be done. We have the quotes ready to act on once NOPEC receives Council's ordinance acknowledging the grant acceptance.

cc: Firefighter Robert Venci
Road Superintendent Mark Grubiss
Executive Assistant Gloria Majeski
Finance Director Frank Brichacek
Clerk of Courts Janeen Mullin
Acting Fire Chief Tim Serazin
Police Chief Christopher Collins



LARGE GAPS IN WINDOWS



ROTTING FRAMES/PEELING PAINT



COUNCIL CHAMBERS

WOOD FRAMES ROTTING, LOCKS BROKEN ON WINDOWS,
NO SEAL ON WINDOWS, LATCHES BROKEN



BOTTOM PORTION OF WINDOWS



COUNCIL CHAMBERS (SIDE) WINDOW



COUNCIL CHAMBERS (SIDE) WINDOWS



COUNCIL CHAMBERS (FRONT) WINDOWS)

COURT/FINANCE WINDOWS





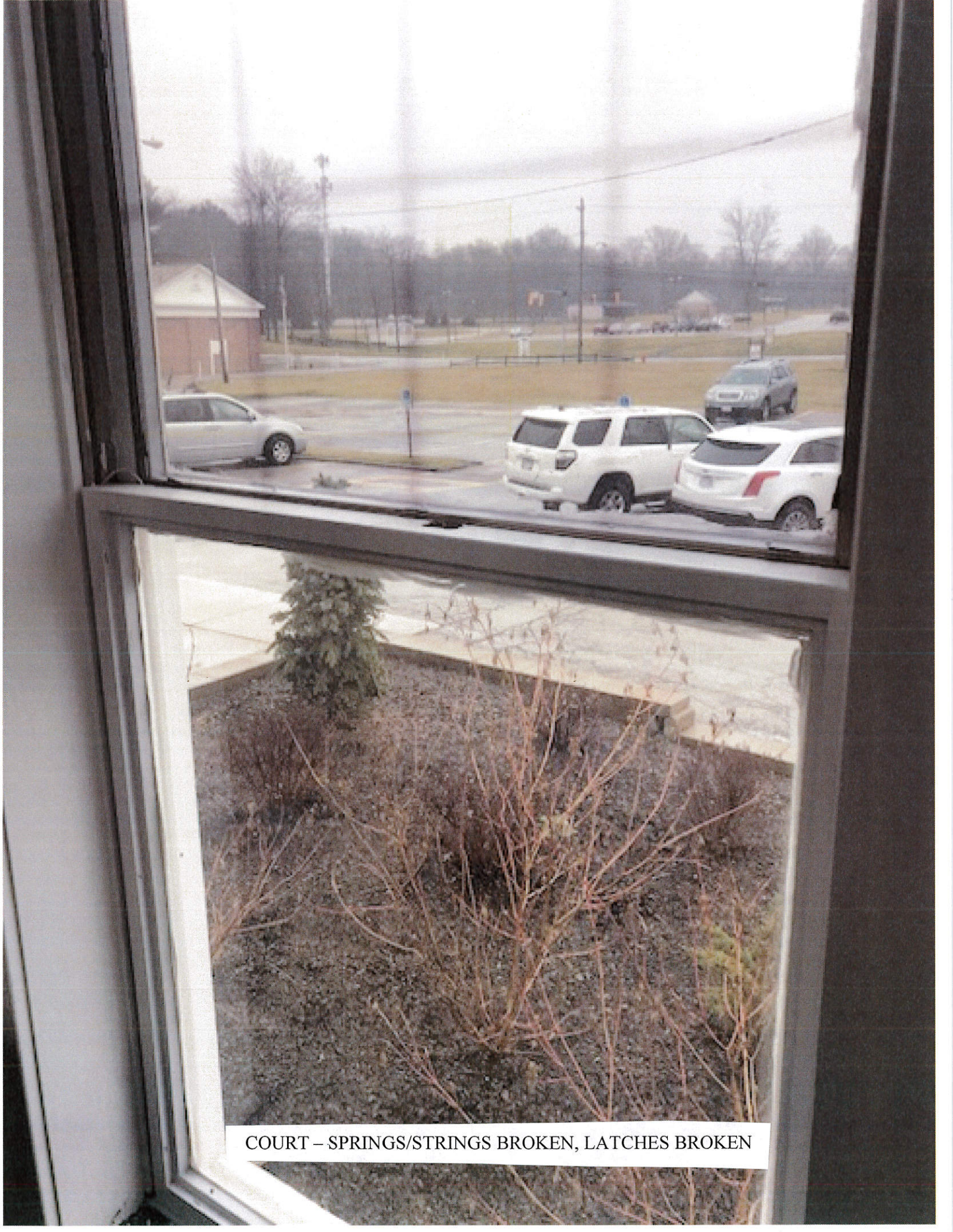
COURT/FINANCE – FRAMES ROTTING

FINANCE – SIDE WINDOWS





COURT – SPRINGS/STRINGS BROKEN, LATCHES BROKEN



COURT – SPRINGS/STRINGS BROKEN, LATCHES BROKEN



ASST. FINANCE DIRECTOR – POOR SEAL/LATCHES

A photograph of a window with a white label. The window is divided into several panes by dark frames. The left side of the window shows a view of trees and a building. The right side shows a view of a building and a car. A white label is placed over the right side of the window, containing the text "ASST. FINANCE DIRECTOR - POOR SEAL/LATCHES".

ASST. FINANCE DIRECTOR - POOR SEAL/LATCHES




COURT (DEPUTY CLERK) – SPRINGS MISSING/LATCHES BROKEN



FIRE DEPARTMENT - ENTRANCE DOOR - RUSTY/LEAKING



FIRE DEPARTMENT – SAMPLE FOR ALL WINDOWS – POOR SEAL/INADEQUATE



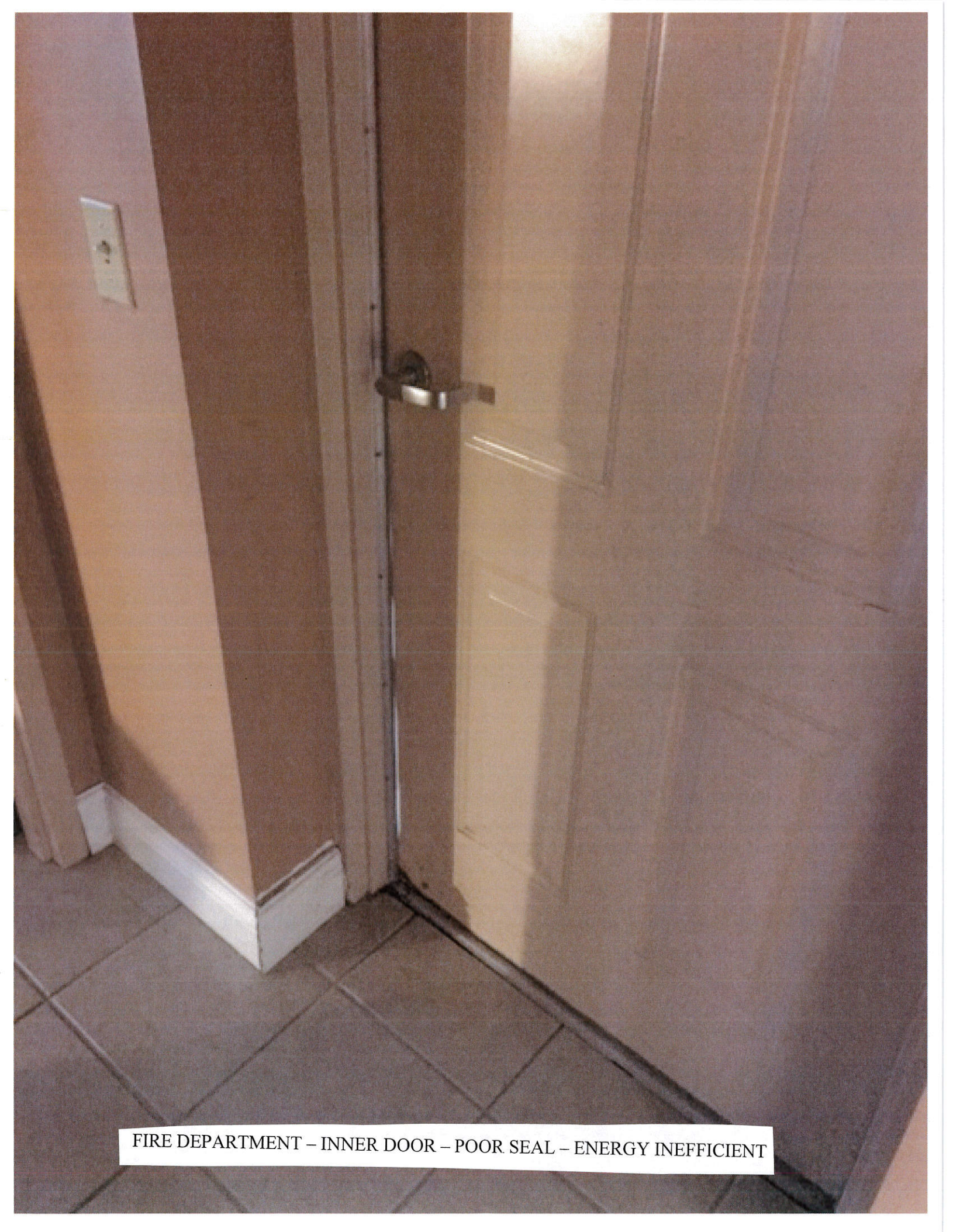
FIRE DEPARTMENT – INNER DOOR – POOR SEAL – ENERGY INEFFICIENT



FIRE DEPARTMENT - SAMPLE FOR ALL WINDOWS – POOR SEAL/INADEQUATE



FIRE DEPARTMENT - SAMPLE FOR ALL WINDOWS - POOR SEAL/INADEQUATE

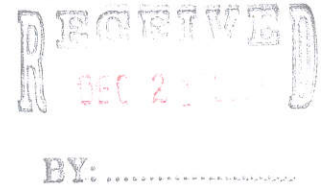


FIRE DEPARTMENT – INNER DOOR – POOR SEAL – ENERGY INEFFICIENT



December 18, 2017

The Honorable Robert Weger
Mayor
City of Willoughby Hills
35405 Chardon Road
Willoughby Hills, OH 44094



RON MCVOY
Chairman

CHUCK KEIPER
Executive Director

BOARD OF DIRECTORS

RON MCVOY
Ashtabula County

JOHN ZEHENTBAUER
Columbiana County

GEORGINE WELO
Cuyahoga County

JAMES FLAIZ
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ROB DUNCAN
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DANIEL TROY
Lake County

DAVID GILLOCK
Lorain County

ROBERT MCCracken
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PATRICIA HANEK
Medina County

MICKEY MAROZZI
Portage County

AARON MONTZ
Seneca County

STEVE PATTERSON
Southeast Ohio

JAN TULLEY
Summit County

JACK HANEY
Trumbull County

Dear Mayor Weger:

Congratulations! Willoughby Hills is receiving a NOPEC Energized Community (NEC) grant of \$36,754.00 for 2018. NOPEC* and NextEra value your community's membership and are awarding this grant to help your community achieve even greater savings. The NEC grants are being offered to help you implement energy efficiency or energy infrastructure projects that will benefit your community for years to come.

We're excited to be able to offer this new grant program and we've designed it to make the whole process as streamlined as possible. All NEC grant program information and materials will be available online. In January, you'll receive an e-mail with detailed instructions on how to access this information and get started on completing the grant process. Our staff is available to help at any point during the process.

The NEC grant program has some new features that weren't available in previous grant programs through NOPEC. These features offer more options and greater flexibility for your community to get the greatest benefit from your grant, while reducing the paperwork required. For example, you'll have the ability to coordinate with other communities on a multi-jurisdictional project. Or, if you'd like to escrow your grant funds (or a portion of them) for a future year's project that will also be an option for you.

NOPEC's Special Projects Manager, Norma Fox Horwitz, is managing the NEC grant program. Feel free to contact her by email at grants@nopecinfo.org, or by phone at 440-249-7829 if you have questions. We look forward to receiving your application!!

Sincerely,

Chuck Keiper
Executive Director

cc: Frank Brichacek, Finance Director

*The 2018 NEC grant program is funded and administered by NOPEC, Inc. an affiliate of the Northeast Ohio Public Energy Council (NOPEC).

**NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)
ENERGIZED COMMUNITY GRANT PROGRAM
(NEC GRANT(S))**

ORDINANCE/RESOLUTION¹

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY
TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL
(NOPEC) ENERGIZED COMMUNITY GRANT(S)

WHEREAS, the [CITY/VILLAGE/COUNTY] of _____, Ohio (the "MUNICIPALITY") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2018 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the MUNICIPALITY wishes to enter into a Grant Agreement with NOPEC, Inc. in the form attached to this Ordinance to receive one or more NEC Grant(s) for 2018, and to authorize the Mayor to execute the Grant Agreement with NOPEC, Inc. in the form attached.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE MUNICIPALITY OF _____, COUNTY OF _____, AND STATE OF OHIO, THAT:

SECTION 1. This Council of the MUNICIPALITY (the "Council") finds and determines that it is in the best interest of the MUNICIPALITY to accept the NEC Grant(s) for 2018, and authorizes the Mayor to execute the Grant Agreement with NOPEC, Inc. in the form attached.

SECTION 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the MUNICIPALITY; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor of the MUNICIPALITY.

DATED ADOPTED: _____, 2018

President of Council

Submitted to the Mayor for his
Approval on this _____ day of _____,
_____, 2018

ATTEST:
this _____ day of _____, 2018

Approved by the Mayor
_____, 2018

Clerk of Council

Mayor, City of _____

¹ NOTE THAT THIS IS A MODEL FORM. EACH MUNICIPALITY (AND OTHER POLITICAL SUBDIVISION) MUST COMPLY WITH ITS CHARTER AND ANY SPECIFIC LOCAL RULES, PROCEDURES AND ORDINANCES.



NOPEC ENERGIZED COMMUNITY GRANT

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("NOPEC"), and _____, _____ County, Ohio ("Grantee"; NOPEC and Grantee, the "Parties") regarding a grant by NOPEC to Grantee to be used primarily for energy efficiency or energy infrastructure projects in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** NOPEC hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by NOPEC based on the number of natural gas and/or electric accounts served by NOPEC in Grantee in accordance with NOPEC Policy in the amount determined by NOPEC ("Funds"), for the purposes set forth in Grantee's Grant Application, as amended, and incorporated by reference into this Agreement for the Project(s) described on Schedule(s) to this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by NOPEC for the Project(s) approved by NOPEC. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. Funds not used in the year they are granted to Grantee may be escrowed and carried forward for up to two (2) years from NOPEC grant approval. If Grantee does not expend the Funds for the Project(s) approved by NOPEC within three (3) years of NOPEC's approval, Grantee shall forfeit any unused Funds.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2018, and shall expire on December 31, 2018, and shall be automatically renewed annually unless NOPEC discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the Project(s). NOPEC reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify NOPEC if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to NOPEC all of its records with respect to matters covered by this

7. Agreement, and for NOPEC to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and NOPEC and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as NOPEC shall require.

8. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

9. **Inability to Perform.** In the event that Grantee does not or cannot complete the Project(s) or perform its obligations under this Agreement, Grantee shall immediately notify NOPEC in writing. NOPEC, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify Project amendments or suitable Project(s) that meet NOPEC Policy.

10. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to NOPEC, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

11. **Termination.**

(a) If NOPEC determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, NOPEC, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

12. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of NOPEC. Upon surrender of such material, Grantee shall receive Funds only as to a Project that had been approved for a NEC Grant by NOPEC prior to such termination.

(b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from

its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

13. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement. Grantee agrees to defend NOPEC and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

14. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the Project. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

15. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of NOPEC, to:

Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Fiscal Officer (or other position)

_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the Project and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of NOPEC.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement. Grantee further represents and warrants to NOPEC that it has received all necessary approvals from Grantee's legislative authority for Grantee to accept the NEC Grant and enter into this Agreement.

(i) Determinations by NOPEC Final. All determinations as to eligibility of any project for an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by NOPEC and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer] to take all actions with respect to the NEC Grant and this Agreement as may be required and NOPEC shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and NOPEC to use information about Grantee's grant(s) and project(s) in any marketing they may conduct, and agrees to cooperate with NOPEC in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

NOPEC, INC.:

_____, Ohio

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

[Signature page to NOPEC Energized Community Grant Agreement.]

SCHEDULE

PROJECT(S)

Just Windows!

WINDOW SPECIALISTS
Professional Sales & Installation

AGREEMENT

440-668-4065 Cell • Painesville Twp., Ohio 44077

This Home Improvement Contract entered into on this 20 day of JAN 2018
by and between **Just Windows!** Painesville Twp., Ohio 44077 (Seller) and

Willoughby Hills Fire Dept. (Buyer)
Name Home Phone

whose address is _____
Street City/Zip Work Phone

Real Estate to be improved: ATTN: STEVE LUCIA
Street City/Zip

Buyer hereby agrees to purchase the following real estate improvements:

SELL & INSTALL 14 TOTAL POLARIS ULTRAWELD
VINYL WINDOWS DOUBLE HUNG TYPE

- ENERGY SMART ULTIMATE PLUS 2
GLASS OPTION KRYPTON FILL
- INTERIOR STAINLESS SPALR
- FOAM FILLED FRAME / SASHES

Includes
- INTERIOR & EXTERIOR TRIM
- LOW EXPANSION FOAM INSULATION
- Haul Away All Olds
- LIFETIME WARRANTY

TERMS, CONDITIONS AND REPRESENTATIONS

(1) Buyer agrees to pay for the real estate improvements as follows:

TOTAL PURCHASE PRICE..... \$ 13,575.00
DOWNPAYMENT..... \$ 0
BALANCE DUE UPON COMPLETION OF JOB..... \$ 13,575.00

- (2) Seller agrees to perform all work in accordance with all applicable building codes and ordinances.
- (3) Buyer agrees that in the event of cancellation of this contract at any time after the expiration of three business days, Seller may, at its option, collect 50% of the total Purchase Price as liquidated damages.
- (4) Buyer represents that they are in possession of the real estate to be improved and that legal title is in the name of the Buyer.
- (5) Buyer and Seller agree that this contract represents fully the entire work to be done and that no changes, modifications, or additional work will be a part of this agreement unless in writing and signed by both parties.

BUYERS RIGHT TO CANCEL

Buyer may cancel this contract by delivering written notice to the Seller at any time prior to midnight of the third business day after the date of this transaction. Buyer may use this contract as that notice by writing, "I hereby cancel", at the bottom and adding the Buyer's name and address. The notice must be delivered to the Seller at the address shown above.

NOTICE: Any holder of this Consumer Credit Contract is subject to all claims and defenses which the Debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the Debtor shall not exceed amounts paid by the Debtor hereunder.

THIS AGREEMENT MAY BE WITHDRAWN BY SELLER IF NOT SIGNED BY BUYER WITHIN _____ DAYS.

ACCEPTED:

Signature of Buyer

Signature of Buyer

Just Windows!

WINDOW SPECIALISTS
Professional Sales & Installation

AGREEMENT

440-668-4065 Cell • Painesville Twp., Ohio 44077

This Home Improvement Contract entered into on this 20 day of JAN 2018
by and between **Just Windows!** Painesville Twp., Ohio 44077 (Seller) and

Willoughby Hills Fire Dept (Buyer)
Name _____ Home Phone _____

whose address is _____ Street _____ City/Zip _____ Work Phone _____

Real Estate to be improved: ATTN: STEVE LUCIL City/Zip _____
Street _____

Buyer hereby agrees to purchase the following real estate improvements:

Doors - Polar's Type

2 - 36x80 6 Panel Steel Doors
PAINTED IN/OUT WHITE

- DEADBOLT LOCK

- LOW PROFILE SILL

- HANDSETS

NICKEL HARDWARE

1 - TRIP/UNIT 36" w/ TURN 14" Sidelite
CLWM & CLWM Sidelites

PAINTED IN/OUT - DEADBOLT

LOW PROFILE SILL NICKEL HARDWARE

1 - 36x80 Storm Door

TERMS, CONDITIONS AND REPRESENTATIONS

(1) Buyer agrees to pay for the real estate improvements as follows:

TOTAL PURCHASE PRICE.....\$ 7,250

DOWNPAYMENT.....\$ 0

BALANCE DUE UPON COMPLETION OF JOB.....\$ 7,250

- (2) Seller agrees to perform all work in accordance with all applicable building codes and ordinances.
(3) Buyer agrees that in the event of cancellation of this contract at any time after the expiration of three business days, Seller may, at its option, collect 50% of the total Purchase Price as liquidated damages.
(4) Buyer represents that they are in possession of the real estate to be improved and that legal title is in the name of the Buyer.
(5) Buyer and Seller agree that this contract represents fully the entire work to be done and that no changes, modifications, or additional work will be a part of this agreement unless in writing and signed by both parties.

BUYERS RIGHT TO CANCEL

Buyer may cancel this contract by delivering written notice to the Seller at any time prior to midnight of the third business day after the date of this transaction. Buyer may use this contract as that notice by writing, "I hereby cancel", at the bottom and adding the Buyer's name and address. The notice must be delivered to the Seller at the address shown above.

NOTICE: Any holder of this Consumer Credit Contract is subject to all claims and defenses which the Debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the Debtor shall not exceed amounts paid by the Debtor hereunder.

THIS AGREEMENT MAY BE WITHDRAWN BY SELLER IF NOT SIGNED BY BUYER WITHIN _____ DAYS.

ACCEPTED:

Signature of Buyer

Signature of Buyer

APOLLO SUPPLY CO.

ROOFING•SIDING•WINDOWS•DOORS•STONE•CABINETS

Willoughby Hills Fire Department

February 13, 2018

14 Soft-Lite Pro Series Replacement Windows

Double Super Spacer Low-e Argon:

Super Spacer metal-free warm edge sealing system provides optimal reduction of heat and cold transfer around the glass perimeter. U Value .27 SHGC .29

Welded Welded:

Fusion welded sashes and frame are built to be exceptionally strong and durable, which helps prevent air and water infiltration.

Thermal Foam Insulation Comfort Foam:

Comfort Foam R-5 expanding polyurethane foam insulates sash and frame extrusions, improving overall thermal efficiency.

Tilt in Cleaning

Dura Sill Slop Sill

AAMA Gold Label Certification

Air: 0.07 cfm at 25 mph – 4.3 times better than industry minimum of 0.30 cfm

Water: R50 54 mph – 8" rain per hour – 66% over industry minimum 33 mph

Structural: DP 50 171 mph – 82% stronger than industry minimum 94 mph

Complete Installation with insulation

Trim exterior in white

Clean up haul away

Lifetime quad sealant system

Material/Labor/Clean-up

\$7,223.96

APOLLO SUPPLY CO.

ROOFING•SIDING•WINDOWS•DOORS•STONE•CABINETS

Willoughby Hills Fire Department

February 13, 2018

Commercial Entrance System

\$7,122.00

- 2 6 Lite Metal Commercial Doors
- 1 Front Entrance System With Side-Lites

- 2 3/0 x 6/8 5 3/4 2" Head Welded Frames
- 1 3/0 x 6/8 Double Side-Lite Frame With Glass
- 2 3/0 x 6/8 6 Panel Hollow Metal Doors
- 1 3/0 x 6/8 2 Panel Hollow Metal Door With 1/2 Lite

- 9 4 1/2 x 4 1/2 BB US 320 NRP Hinges
- 3 Closer 8000
- 3 Thresholds
- 3 Weather Stripping
- 3 Door Sweeps

Reuse existing closer and hardware

- These are true Commercial Door Systems, can quote light commercial steel
It will be less expensive

APOLLO SUPPLY CO.

ROOFING•SIDING•WINDOWS•DOORS•STONE•CABINETS

Willoughby Hills City Hall

February 13, 2018

4 Soft-Lite Fixed Units

Double Super Spacer Low-e Argon:

Super Spacer metal-free warm edge sealing system provides optimal reduction of heat and cold transfer around the glass perimeter. U Value .27 SHGC .29

Welded Welded:

Fusion welded sashes and frame are built to be exceptionally strong and durable, which helps prevent air and water infiltration.

Thermal Foam Insulation Comfort Foam:

Comfort Foam R-5 expanding polyurethane foam insulates sash and frame extrusions, improving overall thermal efficiency.

Colonial Contoured Grids

Dura Sill Slop Sill

Complete Installation with insulation

Trim exterior in white

Clean up haul away

Lifetime quad sealant system

Material/Labor/Clean-up

\$2,300.00

Print

Title

APOLLO SUPPLY CO.

ROOFING•SIDING•WINDOWS•DOORS•STONE•CABINETS

Willoughby Hills City Hall

February 13, 2018

11 Soft-Lite Pro Double Hung

Double Super Spacer Low-e Argon:

Super Spacer metal-free warm edge sealing system provides optimal reduction of heat and cold transfer around the glass perimeter. U Value .27 SHGC .29

Welded Welded:

Fusion welded sashes and frame are built to be exceptionally strong and durable, which helps prevent air and water infiltration.

Thermal Foam Insulation Comfort Foam:

Comfort Foam R-5 expanding polyurethane foam insulates sash and frame extrusions, improving overall thermal efficiency.

Colonial Contoured Grids

Tilt in Cleaning

Dura Sill Slop Sill

To close to floor 16"

Tempered glass on lower sash of 77" tall windows

All windows to have Colonial Contoured Grids

Complete Installation with insulation

Trim exterior in white

Clean up haul away

Lifetime quad sealant system

Material/Labor/Clean-up

\$7,541.00



PELLA WINDOW & DOOR CO.

Trade Name of Gunton Corporation

PELLA WINDOW & DOOR CO.

26150 RICHMOND ROAD
BEDFORD HEIGHTS, OH 44146
PHONE: (216) 831-2420

SALESMAN: Tom Walpole (330) 312-7313

COMMERCIAL QUOTATION/CONTRACT

To: Willoughby Hills Fire Station
35405 Chardon Road
Willoughby Hills, OH 44094

Attn: Bobby Vencel
P: (440) 622-1646
E: vencel.whfd@hotmail.com

Date: 01/31/2018

Project: Willoughby Hills Fire Station

Location: 35405 Chardon Road
Willoughby Hills, OH 44094

We propose to furnish the following: **PELLA® STEEL/FIBERGLASS DOORS**

Specifications for Doors include the following:

- **General Information:** Pella Brand, Smooth-Panel Steel/Fiberglass
- **Sill Type:** Low-Profile
- **Glass:** Tempered Low-E Insulating Glass, Air-Filled
- **Grilles:**
 - Grille Type: N/A
 - Grille Pattern: N/A
 - Grille Bar Profile Width: N/A
 - Grille Exterior Color: N/A
 - Grille Interior Color: N/A
- **Exterior Panel Color/Finish:**
 - Smooth Panel
 - 20-Painted Color Options; White
- **Interior Panel Color/Finish:**
 - Smooth Panel
 - 20-Painted Color Options; White
- **Exterior Frame Selection:**
 - Standard EnduraClad
 - 27-Color Options; White
- **Interior Frame Selection:**
 - Pine Wood; Prefinished White
- **Hardware Option/Finish:**
 - **Boring Options:** Latch Bore with Deadbolt; 2-3/8" Backset; 2-1/8" Crossbore
 - **Handle Set:** Hardware & Closers
 - **Finish:** Satin Nickel
- **Wrapping:**
 - **Exterior Trim:** 2-1/2" Frame Expander
 - **Interior Trim:** N/A
 - **Jamb Extension:** 1-1/2" Solid Jamb Extension
- **Performance Information:**
 - **U-Factor:** 0.16 to 0.25
 - **Solar Heat Gain Coefficient (SHGC):** 0.01 to 0.11

- **Wrapping:**
 - **Exterior Trim:** 2-1/2" Frame Expander
 - **Interior Trim:** N/A
 - **Jamb Extension:** 1-1/2" Solid Jamb Extension
- **Performance Information:**
 - **U-Factor:** 0.30
 - **Solar Heat Gain Coefficient (SHGC):** 0.30
 - **Performance Class:** LC
 - **Performance Grade:** 30 & 35

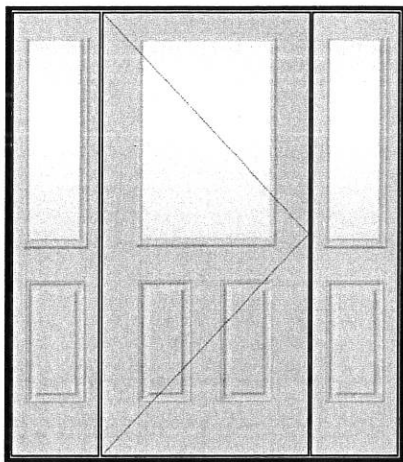
Warranty:

- **20-YEAR WARRANTY:** Glass
- **10-YEAR WARRANTY:** Product
- **2-YEAR WARRANTY:** Labor

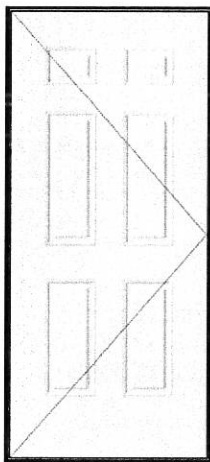
Installation:

- Includes Full Tear Demolition, Frame Expander As Needed, Jamb Extension As Needed, Set/Shim, Anchor Thru Frame, Masonry Clip Install, Foam Insulation Material/Labor, Interior/Exterior Caulking Material/Labor.

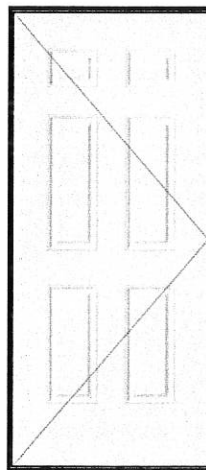
QTY	SIZE	DOOR DESCRIPTION	MATERIAL	TAG
1	72"W x 84"H	1-Wide; Outswing w/ 2-SideLites	Fiberglass	Front Entry
1	38-1/4"W x 84-7/8"H	1-Wide; Outswing	Steel	Rear Entry
1	37-1/2"W x 84-3/4"H	1-Wide; Inswing	Steel	Rear Entry
1	36"W x 84"H	1-Wide; Outswing Storm Door	Steel	Rear Entry



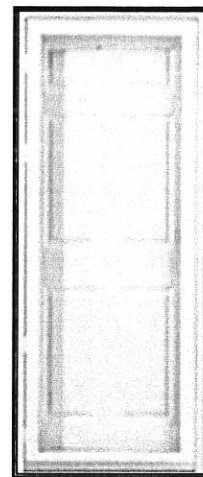
(1) 72"W x 84"H



(1) 38-1/4"W x 84-7/8"H

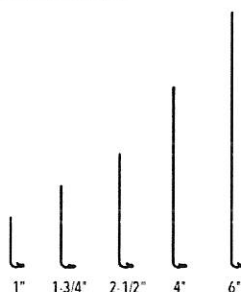


(1) 37-1/2"W x 84-3/4"H



(1) 36"W x 84"H Storm Door

Frame Expanders



Aluminum Frame Expander Options
for Wood and Fiberglass Products

SPECIAL NOTES:

- N/A

MATERIAL & INSTALLATION.....\$11,565.00

PELLA WINDOW & DOOR COMPANY

Trade Name of Gunton Corporation

COMMERCIAL TERMS AND CONDITIONS

v.2016

1. Definitions

- 1.1 "Seller" means Gunton Corporation, dba Pella Window and Door Co.
- 1.2 "Buyer" means that person, partnership, firm, company or corporation who is a client of the Seller.
- 1.3 "Merchandise" means all of the goods, materials, services and equipment to be provided by the Seller pursuant to this proposal.
- 1.4 "Work" means all of the services performed by Seller and materials and equipment procured by Seller in relation to Seller's obligations under this proposal.
- 1.5 "Owner" means the client of the buyer as identified to the Seller.

2. Proposal

- 2.1 This proposal, together with any and all addendum documents attached or incorporated herein by reference shall constitute the entire agreement between the parties and may not be modified except by written change.
- 2.2 This proposal includes only those items specifically mentioned. Items not specifically mentioned, including installation, are not included in the bid price. All prices are exclusive of all sales, use or other taxes. Buyers shall pay, or reimburse Seller for all such taxes levied or required to be collected by Seller.
- 2.3 This proposal constitutes an offer by the Seller to provide the Merchandise and/or Work specified in this proposal in accordance with the terms and conditions, at the price and within the delivery dates stated herein. This quotation is subject to the acceptance by the Buyer and expires 30 days after its issuance if not accepted in writing.
- 2.4 Buyer shall indicate acceptance of this offer by executing and returning this offer to Seller. No Work or Merchandise will be initiated or delivered without a signed acceptance of this offer from Buyer."
- 2.5 No Work or Merchandise will be initiated until Buyer has received approved or approved as noted shop drawings or takeoff form, said approval to be in writing

3. Changes/Cancellation and Associated Costs

- 3.1 After acceptance the Buyer may, from time to time, order changes, by written notice, in the Merchandise, including but not limited to, quantity, size or color, or in the requirements of the Work. Seller shall within ten working days inform Buyer of any change in Buyer's cost or delay in delivery. Upon Seller's receipt of Buyer's written change order acknowledging Seller's revised price and delivery, Seller shall proceed with the requested changes.
- 3.2 In the event of changes to the Merchandise and/or Work, the Buyer shall pay Seller to effect the desired change, including, but not limited to, restocking charges for standard products and charges imposed by outside sources of supply.
- 3.3 Buyer shall have the right to cancel the Work and/or Merchandise, or any part thereof, including delivery upon written notice to Seller. In the event of a cancellation, Buyer shall pay Seller that portion of the purchase price representing the actual cost of materials delivered prior to cancellation; the cost of work actually performed in the amount proportionate to the purchase order price; the costs incurred by the Seller in terminating the Work or delivery of the Merchandise; and a reasonable surcharge for overhead and profit.
- 3.4 In no event shall Seller be entitled to recover loss of overhead or anticipated profits on Work not performed; or Merchandise not delivered.

4. Time of Commencement and Completion

- 4.1 Delivery of Merchandise shall be a function of factory fabrication schedules.
- 4.2 Seller shall not be liable to Buyer or Owner for any costs, claims or damages due to delays, escalation, alterations, interferences with performance, suspensions or changes in performance of sequence of the Work, for any reason beyond its direct control, including but not limited to Acts of God, delays caused by Owner or Buyer, transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fire, floods or unusually severe weather for the area.
- 4.3 Should the Seller be interfered with or delayed or be suspended in the commencement, prosecution or completion of the Work or delivery of the Merchandise for any cause of force majeure, Seller shall be entitled to an extension of time to complete the Work or make delivery of the Merchandise equal to the delay.
- 4.4 In addition to the above, should Seller be delayed as the result of the acts of the Buyer or Owner, Seller shall be entitled to an equitable adjustment in the price for additional costs due to such unanticipated delays.

5. Payment

- 5.1 Seller shall submit invoices for Merchandise upon delivery to the Buyer's facility or jobsite. Invoices for Work shall be submitted when work is substantially complete.
- 5.2 All material shall be Cash on Delivery unless prior open account credit has been approved by Seller. Open account terms are net 30 days from date of invoice.
All sums not paid when due shall be subject to a finance charge of 1.0% per month (annual rate of 12%). Further, Buyer shall be responsible to Seller for all collection costs and expenses, including reasonable attorneys' fees, incurred by Seller in the event of Buyer's failure to pay Seller any and all sums owed."
- 5.3 Seller maintains all rights to file and execute liens to collect amounts due.

6. Buyer's Responsibility

- 6.1 The Buyer will be responsible for:
- 6.1.1 Accepting delivery of material by signature
 - 6.1.2 Unloading help
 - 6.1.3 Inspection of material for damages or shortages concurrent with delivery.
 - 6.1.4 Filing notice of defects within five days and shortages within twenty-four hours of delivery.
- 6.2 Failure to file such notice shall constitute final acceptance of materials and workmanship.

7. Indemnity

- 7.1 Seller agrees to indemnify and hold harmless the Buyer and Owner against claims, damages, losses, and expenses arising out of the supply of the Work, provided that such claim, damage, loss, or expense is attributable to personal injury or injury to or destruction of tangible property, but only to the extent it was caused by negligent acts or omissions of the Seller, its agents or employees.

8. Design Documents

- 8.1 Owner expressly warrants that the design/construction documents are complete, fully coordinated, without defects, and ready for construction.

9. Governing Law

- 9.1 In accepting this proposal, Buyer agrees that any resulting contract shall be interpreted in accordance with and governed by the laws of the state in which the Seller's quoting office is located.

CAUTION

Regulations governing the design and use of glazed windows and doors vary widely. The building owner, architect, and/or installer are responsible for selecting products which conform to all applicable laws and codes. Accordingly, the Gunton Corporation will not assume responsibility for improper product selection.

Neither the Gunton Corporation nor the Pella Corporation will assume responsibility for windows and glazing panels not installed in compliance with applicable local and federal codes and regulations or in accordance with Gunton Corporation and Pella Corporation - approved installation instructions.

Seller

Buyer

Gunton Corporation, dba Pella Window and Door Co.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

The persons executing this agreement are authorized by Seller and Buyer respectively to bind said Seller and Buyer to this agreement.

TERMS AND CONDITIONS ARE LISTED ON THE BACK OF THIS QUOTATION/CONTRACT

Accepted _____ 20 _____

By:

By: _____

Sales Representative of
PELLA WINDOW & DOOR CO.



PELLA WINDOW & DOOR CO.

Trade Name of Gunton Corporation

PELLA WINDOW & DOOR CO.

26150 RICHMOND ROAD
BEDFORD HEIGHTS, OH 44146
PHONE: (216) 831-2420

SALESMAN: Tom Walpole (330) 312-7313

COMMERCIAL QUOTATION/CONTRACT

To: Willoughby Hills City Hall
35405 Chardon Road
Willoughby Hills, OH 44094

Attn: Bobby Vencel
P: (440) 622-1646
E: vencel.whfd@hotmail.com

Date: 01/31/2018

Project: Willoughby Hills City Hall

Location: 35405 Chardon Road
Willoughby Hills, OH 44094

We propose to furnish the following: **PELLA® DESIGNER SERIES®, ALUMINUM-CLAD WOOD WINDOWS**

Specifications for Windows include the following:

- **General Information:**
 - **Material:** Pella® Designer Series® Aluminum-Clad Wood; Select Softwood, Immersion Treated w/ Pella EnduraGuard® Wood Protection Formula (3-active ingredients; protection against moisture, decays, stains, termite damage). Interior Exposed Surfaces Are Clear Pine. Exterior Surfaces Are Clad w/ Aluminum.
 - **Operation/Venting:** Double-Hung
 - **Frame Type:** Foldout Fins
 - **Base Frame Depth:** 5"
 - **Base Wall Depth:** 3-11/16"
- **Weatherstripping:**
 - Foam w/ 3mm Skin At Head. Water-Stop Santoprene-Wrapped Foam At Sill; Thermal-Plastic Elastomer Bulb w/ Slip-Coating Set Into Upper Sash For Tight Contact At Check Rail.
 - Secondary Polyvinyl Chloride Leaf-Type Weatherstrip On Bottom Sash At Sill.
 - Jamb Liner To Seal Tight Against Sides Of Sash.
- **Exterior Color/Finish:**
 - EnduraClad®; 27-Finish Options; White
- **Interior Color/Finish:**
 - Prefinished White Paint
- **Glass:**
 - **Glazing Type:** Triple-Pane, Advanced Low-E, Insulated Glass, Tempered Strength, Argon-Gas Filled
- **Hardware Options:**
 - **Hardware Type:** Cam-Action Sash Lock; No Limited Opening Hardware
 - **Hardware Finish:** 12-Finish Options; Champagne
- **Screen:**
 - **Screen Option:** Full-Size w/ Black Vinyl Coated 18/18 Mesh Fiberglass InView™ Screen Cloth
- **Grilles:**
 - **Grille Type:** Snap-In Between-The-Glass Grilles
 - **Grille Bar Profile Width:** 3/4" Designer
 - **Grille Pattern:** Traditional
 - **Exterior Color/Finish:** Will Match Exterior Color Cladding; White
 - **Interior Color/Finish:** Pine Wood w/ Prefinished White Finish

- **Wrapping:**
 - Exterior Trim: 4" Frame Expander; 1-7/8" Custom Brickmould
 - Interior Trim: N/A
 - Jamb Extension: N/A
- **Performance Information:**
 - U-Factor: 0.26
 - Solar Heat Gain Coefficient (SHGC): 0.25
 - Performance Class: LC
 - Performance Grade: 50 & 40

Warranty:

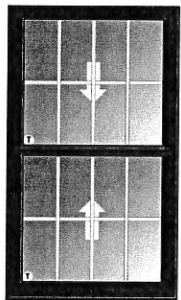
- **20-YEAR WARRANTY:** Glass
- **10-YEAR WARRANTY:** Product
- **2-YEAR WARRANTY:** Labor

Installation:

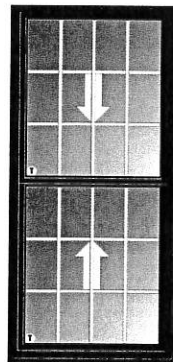
- Includes Full Tear Demolition, New Exterior Wood Trim & Brickmould At Heads/Jambs On 9-Openings, Frame Expander Required At 3-Brick Openings and At Sills of 9-Openings, Set/Shim, Anchor Thru Frame, Masonry Clip Install, Foam Insulation Material/Labor, Interior/Exterior Caulking Material/Labor.

QTY	SIZE	WINDOW DESCRIPTION	TAG
6	35-1/2"W x 61-1/2"H	1-Wide; Double-Hung	A
6	35-1/2"W x 77"H	1-Wide; Double-Hung	B

Frame Expanders



(6) TAG "A"

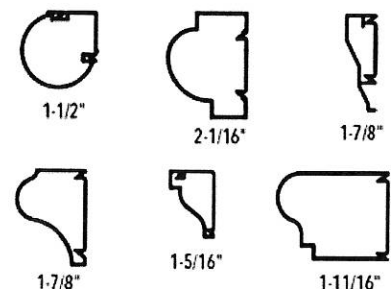


(6) TAG "B"



Aluminum Frame Expander Options
for Wood and Fiberglass Products

Aluminum Brickmould with Clip



SPECIAL NOTES:

- N/A

VOLUNTARY DEDUCT:

MATERIAL & INSTALLATION.....\$20,184.00

- FURNISH PELLA® PROLINE-450 SERIES ALUMINUM-CLAD WOOD WINDOWS (in lieu of Pella® Designer Series®). PLEASE NOTE GRILLE STYLE WILL CHANGE W/ PROLINE-450 SERIES
- DEDUCT....(\$3,476.00)

PELLA WINDOW & DOOR COMPANY

Trade Name of Gunton Corporation

COMMERCIAL TERMS AND CONDITIONS

v.2016

1. Definitions

- 1.1 "Seller" means Gunton Corporation, dba Pella Window and Door Co.
- 1.2 "Buyer" means that person, partnership, firm, company or corporation who is a client of the Seller.
- 1.3 "Merchandise" means all of the goods, materials, services and equipment to be provided by the Seller pursuant to this proposal.
- 1.4 "Work" means all of the services performed by Seller and materials and equipment procured by Seller in relation to Seller's obligations under this proposal.
- 1.5 "Owner" means the client of the buyer as identified to the Seller.

2. Proposal

- 2.1 This proposal, together with any and all addendum documents attached or incorporated herein by reference shall constitute the entire agreement between the parties and may not be modified except by written change.
- 2.2 This proposal includes only those items specifically mentioned. Items not specifically mentioned, including installation, are not included in the bid price. All prices are exclusive of all sales, use or other taxes. Buyers shall pay, or reimburse Seller for all such taxes levied or required to be collected by Seller.
- 2.3 This proposal constitutes an offer by the Seller to provide the Merchandise and/or Work specified in this proposal in accordance with the terms and conditions, at the price and within the delivery dates stated herein. This quotation is subject to the acceptance by the Buyer and expires 30 days after its issuance if not accepted in writing.
- 2.4 Buyer shall indicate acceptance of this offer by executing and returning this offer to Seller. No Work or Merchandise will be initiated or delivered without a signed acceptance of this offer from Buyer."
- 2.5 No Work or Merchandise will be initiated until Buyer has received approved or approved as noted shop drawings or takeoff form, said approval to be in writing

3. Changes/Cancellation and Associated Costs

- 3.1 After acceptance the Buyer may, from time to time, order changes, by written notice, in the Merchandise, including but not limited to, quantity, size or color, or in the requirements of the Work. Seller shall within ten working days inform Buyer of any change in Buyer's cost or delay in delivery. Upon Seller's receipt of Buyer's written change order acknowledging Seller's revised price and delivery, Seller shall proceed with the requested changes.
- 3.2 In the event of changes to the Merchandise and/or Work, the Buyer shall pay Seller to effect the desired change, including, but not limited to, restocking charges for standard products and charges imposed by outside sources of supply.
- 3.3 Buyer shall have the right to cancel the Work and/or Merchandise, or any part thereof, including delivery upon written notice to Seller. In the event of a cancellation, Buyer shall pay Seller that portion of the purchase price representing the actual cost of materials delivered prior to cancellation; the cost of work actually performed in the amount proportionate to the purchase order price; the costs incurred by the Seller in terminating the Work or delivery of the Merchandise; and a reasonable surcharge for overhead and profit.
- 3.4 In no event shall Seller be entitled to recover loss of overhead or anticipated profits on Work not performed; or Merchandise not delivered.

4. Time of Commencement and Completion

- 4.1 Delivery of Merchandise shall be a function of factory fabrication schedules.
- 4.2 Seller shall not be liable to Buyer or Owner for any costs, claims or damages due to delays, escalation, alterations, interferences with performance, suspensions or changes in performance of sequence of the Work, for any reason beyond its direct control, including but not limited to Acts of God, delays caused by Owner or Buyer, transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fire, floods or unusually severe weather for the area.
- 4.3 Should the Seller be interfered with or delayed or be suspended in the commencement, prosecution or completion of the Work or delivery of the Merchandise for any cause of force majeure, Seller shall be entitled to an extension of time to complete the Work or make delivery of the Merchandise equal to the delay.
- 4.4 In addition to the above, should Seller be delayed as the result of the acts of the Buyer or Owner, Seller shall be entitled to an equitable adjustment in the price for additional costs due to such unanticipated delays.

5. Payment

- 5.1 Seller shall submit invoices for Merchandise upon delivery to the Buyer's facility or jobsite. Invoices for Work shall be submitted when work is substantially complete.
- 5.2 All material shall be Cash on Delivery unless prior open account credit has been approved by Seller. Open account terms are net 30 days from date of invoice.
All sums not paid when due shall be subject to a finance charge of 1.0% per month (annual rate of 12%). Further, Buyer shall be responsible to Seller for all collection costs and expenses, including reasonable attorneys' fees, incurred by Seller in the event of Buyer's failure to pay Seller any and all sums owed."
- 5.3 Seller maintains all rights to file and execute liens to collect amounts due.

6. Buyer's Responsibility

- 6.1 The Buyer will be responsible for:
- 6.1.1 Accepting delivery of material by signature
 - 6.1.2 Unloading help
 - 6.1.3 Inspection of material for damages or shortages concurrent with delivery.
 - 6.1.4 Filing notice of defects within five days and shortages within twenty-four hours of delivery.
- 6.2 Failure to file such notice shall constitute final acceptance of materials and workmanship.

7. Indemnity

- 7.1 Seller agrees to indemnify and hold harmless the Buyer and Owner against claims, damages, losses, and expenses arising out of the supply of the Work, provided that such claim, damage, loss, or expense is attributable to personal injury or injury to or destruction of tangible property, but only to the extent it was caused by negligent acts or omissions of the Seller, its agents or employees.

8. Design Documents

- 8.1 Owner expressly warrants that the design/construction documents are complete, fully coordinated, without defects, and ready for construction.

9. Governing Law

- 9.1 In accepting this proposal, Buyer agrees that any resulting contract shall be interpreted in accordance with and governed by the laws of the state in which the Seller's quoting office is located.

CAUTION

Regulations governing the design and use of glazed windows and doors vary widely. The building owner, architect, and/or installer are responsible for selecting products which conform to all applicable laws and codes. Accordingly, the Gunton Corporation will not assume responsibility for improper product selection.

Neither the Gunton Corporation nor the Pella Corporation will assume responsibility for windows and glazing panels not installed in compliance with applicable local and federal codes and regulations or in accordance with Gunton Corporation and Pella Corporation - approved installation instructions.

Seller

Buyer

Gunton Corporation, dba Pella Window and Door Co.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

The persons executing this agreement are authorized by Seller and Buyer respectively to bind said Seller and Buyer to this agreement.

TERMS AND CONDITIONS ARE LISTED ON THE BACK OF THIS QUOTATION/CONTRACT

Accepted _____ 20 _____

By:

By: _____

Sales Representative of
PELLA WINDOW & DOOR CO.



PELLA WINDOW & DOOR CO.

Trade Name of Gunton Corporation

PELLA WINDOW & DOOR CO.

26150 RICHMOND ROAD
BEDFORD HEIGHTS, OH 44146
PHONE: (216) 831-2420

SALESMAN: Tom Walpole (330) 312-7313

COMMERCIAL QUOTATION/CONTRACT

To: Willoughby Hills Fire Station
35405 Chardon Road
Willoughby Hills, OH 44094

Attn: Bobby Vencel
P: (440) 622-1646
E: vencel.whfd@hotmail.com

Date: 01/31/2018

Project: Willoughby Hills Fire Station

Location: 35405 Chardon Road
Willoughby Hills, OH 44094

We propose to furnish the following: **PELLA® PROLINE-450 SERIES, ALUMINUM-CLAD WOOD WINDOWS**

Specifications for Windows include the following:

- **General Information:**
 - **Material:** Pella® ProLine-450 Series Aluminum-Clad Wood; Select Softwood, Immersion Treated w/ Pella EnduraGuard® Wood Protection Formula (3-active ingredients; protection against moisture, decays, stains, termite damage). Interior Exposed Surfaces Are Clear Pine. Exterior Surfaces Are Clad w/ Aluminum.
 - **Operation/Venting:** Double-Hung
 - **Frame Type:** Foldout Fins
 - **Base Frame Depth:** 5"
 - **Base Wall Depth:** 3-11/16"
- **Weatherstripping:**
 - Foam w/ 3mm Skin At Head And Bottom Rail. Thermal-Plastic Elastomer Bulb w/ Slip-Coating Set Into Upper Sash For Tight Contact At Check Rail.
 - Secondary Polyvinyl Chloride Leaf-Type Weatherstrip On Bottom Sash At Sill.
 - Jamb Liner To Seal Tight Against Sides Of Sash.
- **Exterior Color/Finish:**
 - EnduraClad®; 10-Finish Options; White
- **Interior Color/Finish:**
 - Prefinished White Paint
- **Glass:**
 - **Glazing Type:** Dual-Pane, Advanced Low-E, Insulated Glass, Annealed Strength, Argon-Gas Filled
 - **Glass Options:** Obscure Low-E @ Bedroom Locations
- **Hardware Options:**
 - **Hardware Type:** Cam-Action Sash Lock; No Limited Opening Hardware
 - **Hardware Finish:** 6-Finish Options; White
- **Screen:**
 - **Screen Option:** Full-Size w/ Black Vinyl Coated 18/18 Mesh Fiberglass InView™ Screen Cloth
- **Grilles:**
 - **Grille Type:** N/A
 - **Grille Bar Profile Width:** N/A
 - **Grille Pattern:** N/A
 - **Exterior Color/Finish:** N/A
 - **Interior Color/Finish:** N/A

- **Wrapping:**
 - Exterior Trim: 2-1/2" Frame Expander
 - Interior Trim: N/A
 - Jamb Extension: 1-1/2" Solid Jamb Extension
- **Performance Information:**
 - U-Factor: 0.30
 - Solar Heat Gain Coefficient (SHGC): 0.30
 - Performance Class: LC
 - Performance Grade: 30 & 35

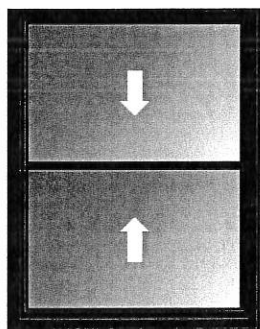
Warranty:

- **20-YEAR WARRANTY:** Glass
- **10-YEAR WARRANTY:** Product
- **2-YEAR WARRANTY:** Labor

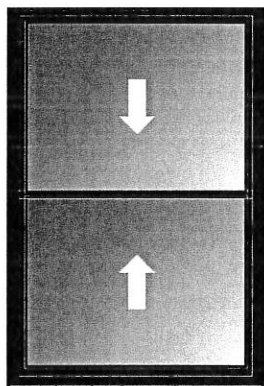
Installation:

- Includes Full Tear Demolition, Frame Expander As Needed, Jamb Extension As Needed, Set/Shim, Anchor Thru Frame, Masonry Clip Install, Foam Insulation Material/Labor, Interior/Exterior Caulking Material/Labor.

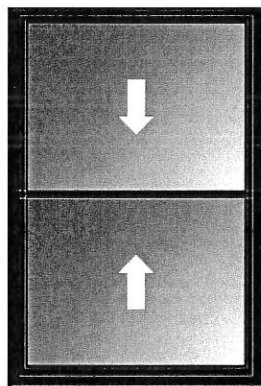
QTY	SIZE	WINDOW DESCRIPTION	TAG
4	35-1/2"W x 45-1/2"H	1-Wide; Double-Hung	--
5	36-1/2"W x 54"H	1-Wide; Double-Hung	--
4	36-1/2"W x 54"H	1-Wide; Double-Hung w/ Obscure Glass	--
1	40-1/2"W x 57-1/2"H	1-Wide; Double-Hung	--



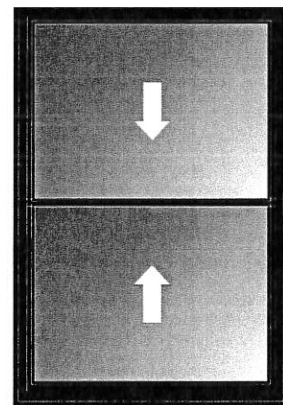
(4) 35-1/2"W x 45-1/2"H



(5) 36-1/2"W x 54"H

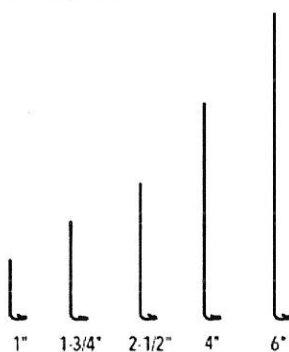


(4) 36-1/2"W x 54"H w/ Obscure



(1) 40-1/2"W x 57-1/2"H

Frame Expanders



Aluminum Frame Expander Options
for Wood and Fiberglass Products

SPECIAL NOTES:

- N/A

MATERIAL & INSTALLATION.....\$12,794.00

PELLA WINDOW & DOOR COMPANY

Trade Name of Gunton Corporation

COMMERCIAL TERMS AND CONDITIONS

v.2016

1. Definitions

- 1.1 "Seller" means Gunton Corporation, dba Pella Window and Door Co.
- 1.2 "Buyer" means that person, partnership, firm, company or corporation who is a client of the Seller.
- 1.3 "Merchandise" means all of the goods, materials, services and equipment to be provided by the Seller pursuant to this proposal.
- 1.4 "Work" means all of the services performed by Seller and materials and equipment procured by Seller in relation to Seller's obligations under this proposal.
- 1.5 "Owner" means the client of the buyer as identified to the Seller.

2. Proposal

- 2.1 This proposal, together with any and all addendum documents attached or incorporated herein by reference shall constitute the entire agreement between the parties and may not be modified except by written change.
- 2.2 This proposal includes only those items specifically mentioned. Items not specifically mentioned, including installation, are not included in the bid price. All prices are exclusive of all sales, use or other taxes. Buyers shall pay, or reimburse Seller for all such taxes levied or required to be collected by Seller.
- 2.3 This proposal constitutes an offer by the Seller to provide the Merchandise and/or Work specified in this proposal in accordance with the terms and conditions, at the price and within the delivery dates stated herein. This quotation is subject to the acceptance by the Buyer and expires 30 days after its issuance if not accepted in writing.
- 2.4 Buyer shall indicate acceptance of this offer by executing and returning this offer to Seller. No Work or Merchandise will be initiated or delivered without a signed acceptance of this offer from Buyer."
- 2.5 No Work or Merchandise will be initiated until Buyer has received approved or approved as noted shop drawings or takeoff form, said approval to be in writing

3. Changes/Cancellation and Associated Costs

- 3.1 After acceptance the Buyer may, from time to time, order changes, by written notice, in the Merchandise, including but not limited to, quantity, size or color, or in the requirements of the Work. Seller shall within ten working days inform Buyer of any change in Buyer's cost or delay in delivery. Upon Seller's receipt of Buyer's written change order acknowledging Seller's revised price and delivery, Seller shall proceed with the requested changes.
- 3.2 In the event of changes to the Merchandise and/or Work, the Buyer shall pay Seller to effect the desired change, including, but not limited to, restocking charges for standard products and charges imposed by outside sources of supply.
- 3.3 Buyer shall have the right to cancel the Work and/or Merchandise, or any part thereof, including delivery upon written notice to Seller. In the event of a cancellation, Buyer shall pay Seller that portion of the purchase price representing the actual cost of materials delivered prior to cancellation; the cost of work actually performed in the amount proportionate to the purchase order price; the costs incurred by the Seller in terminating the Work or delivery of the Merchandise; and a reasonable surcharge for overhead and profit.
- 3.4 In no event shall Seller be entitled to recover loss of overhead or anticipated profits on Work not performed; or Merchandise not delivered.

4. Time of Commencement and Completion

- 4.1 Delivery of Merchandise shall be a function of factory fabrication schedules.
- 4.2 Seller shall not be liable to Buyer or Owner for any costs, claims or damages due to delays, escalation, alterations, interferences with performance, suspensions or changes in performance of sequence of the Work, for any reason beyond its direct control, including but not limited to Acts of God, delays caused by Owner or Buyer, transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fire, floods or unusually severe weather for the area.
- 4.3 Should the Seller be interfered with or delayed or be suspended in the commencement, prosecution or completion of the Work or delivery of the Merchandise for any cause of force majeure, Seller shall be entitled to an extension of time to complete the Work or make delivery of the Merchandise equal to the delay.
- 4.4 In addition to the above, should Seller be delayed as the result of the acts of the Buyer or Owner, Seller shall be entitled to an equitable adjustment in the price for additional costs due to such unanticipated delays.

5. Payment

- 5.1 Seller shall submit invoices for Merchandise upon delivery to the Buyer's facility or jobsite. Invoices for Work shall be submitted when work is substantially complete.
- 5.2 All material shall be Cash on Delivery unless prior open account credit has been approved by Seller. Open account terms are net 30 days from date of invoice.
All sums not paid when due shall be subject to a finance charge of 1.0% per month (annual rate of 12%). Further, Buyer shall be responsible to Seller for all collection costs and expenses, including reasonable attorneys' fees, incurred by Seller in the event of Buyer's failure to pay Seller any and all sums owed."
- 5.3 Seller maintains all rights to file and execute liens to collect amounts due.

6. Buyer's Responsibility

- 6.1 The Buyer will be responsible for:
- 6.1.1 Accepting delivery of material by signature
- 6.1.2 Unloading help
- 6.1.3 Inspection of material for damages or shortages concurrent with delivery.
- 6.1.4 Filing notice of defects within five days and shortages within twenty-four hours of delivery.
- 6.2 Failure to file such notice shall constitute final acceptance of materials and workmanship.

7. Indemnity

- 7.1 Seller agrees to indemnify and hold harmless the Buyer and Owner against claims, damages, losses, and expenses arising out of the supply of the Work, provided that such claim, damage, loss, or expense is attributable to personal injury or injury to or destruction of tangible property, but only to the extent it was caused by negligent acts or omissions of the Seller, its agents or employees.

8. Design Documents

- 8.1 Owner expressly warrants that the design/construction documents are complete, fully coordinated, without defects, and ready for construction.

9. Governing Law

- 9.1 In accepting this proposal, Buyer agrees that any resulting contract shall be interpreted in accordance with and governed by the laws of the state in which the Seller's quoting office is located.

CAUTION

Regulations governing the design and use of glazed windows and doors vary widely. The building owner, architect, and/or installer are responsible for selecting products which conform to all applicable laws and codes. Accordingly, the Gunton Corporation will not assume responsibility for improper product selection.

Neither the Gunton Corporation nor the Pella Corporation will assume responsibility for windows and glazing panels not installed in compliance with applicable local and federal codes and regulations or in accordance with Gunton Corporation and Pella Corporation - approved installation instructions.

Seller

Buyer

Gunton Corporation, dba Pella Window and Door Co.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

The persons executing this agreement are authorized by Seller and Buyer respectively to bind said Seller and Buyer to this agreement.

TERMS AND CONDITIONS ARE LISTED ON THE BACK OF THIS QUOTATION/CONTRACT

Accepted _____ 20 _____

By:

By _____

Sales Representative of
PELLA WINDOW & DOOR CO.